



Agreement for Project Installation & Support Services

Agreement Number:

This agreement ("Agreement") is made between Face to Face Digital LLP of 2 New Kings Road, London, SW6 4SA (Telephone: 020 7384 9121; Fax: 020 7681 2728) ("Face to Face Digital" and, individually, a "Party"); and

.....
(the "Client" and, individually, a "Party"): (collectively, the "Parties").

- I. Engagement. The Client engages Face to Face Digital to provide the the support services as described in Clause 1 and with additional details as set out in Clause 2 hereof, where the corresponding Schedule to this Agreement is signed by the Parties.
- II. Services. Face to Face Digital agrees to provide information technology services ("Services") to the Client in accordance with the recent proposal ("Proposal"), which shall include the following for the Client's networks, systems and equipment at the Client's premises.
 - A. **Project Implementation Service:** When installation of equipment is included in the Proposal Face to Face Digital will provide the Project Implementation Service comprising:
 - a) Project Management: Face to Face Digital will, for all Information Technology and Audio-Visual aspects of projects, take a lead role in liaising with the Client and the various service providers or suppliers and co-ordinate their activities; monitor and chase progress on the project; identify problem areas and report these to the Client; oversee services and equipment orders; ensure the installation thereof; and provide general consultation on information technology and audio-visual issues.
 - b) IT and AV systems design: Face to Face Digital will liaise with the Client to determine Information Technology and audio-visual systems requirements, and recommend environmental, software and hardware solutions and systems implementation
 - c) Face to Face Digital will liaise with the Client to provide suitably-qualified personnel to install, configure, test and roll-out all systems (excluding those which require installation by third-parties) and prepare site documentation recording configuration and set-up information.
 - d) Details of the fees associated with the Project Implementation Service are set down in the Proposal.
 - B. **Support Service:** When requested by the Client, Face to Face Digital will provide the Support Service comprising:
 - a) Fault Response Management: Face to Face Digital will, in response to calls from the Client to the Face to Face Digital Service Desk number reporting faults, implement a structured fault response and management strategy which may include, at the sole discretion of Face to Face Digital, as appropriate, telephone and remote access diagnosis and support by a Face to Face Digital consultant, fault logging with any third-party service providers, progress-chasing the fault with the third-party supplier, and/or a visit from an Face to Face Digital consultant for more precise diagnosis and testing;
 - b) Systems Maintenance: Face to Face Digital will liaise with the client to determine level and frequency at which routine maintenance and systems administration will be conducted. Face to Face Digital will support the Client in the management and administration of all contracts in respect of the Client's equipment, including, but not limited to, maintenance and lease contracts; and, if appropriate, make recommendations regarding such equipment.



The Support Schedule

The client has agreed to take out the following support package:

.....

Which will have a minimum duration of minutes.

Fees for this are and will be payable in advance on a quarterly / semi-annual / annual basis [delete as appropriate].

The Fees Schedule

The project implementation service will be charged as per the agreed Proposal.

The support service: will be charged in a minimum of 15 minute increments while utilising remote support (via telephone or remote access via the internet). These minutes are deducted from the overall bundle of minutes that constitute the overall support package. Time spent on-site and after hours is billed at 1.5x our usual rates, and is chargeable in a minimum of 22.5 minute increments. Travel within London (defined as being within 5 miles of Hyde Park Corner) is not chargeable but outside of this area travel will be billed at £0.60 per mile.

Schedule 1: Terms & Conditions

1. Scope
 - 1.1. These terms and conditions shall govern the supply of Services and/or material by Face to Face Digital LLP to the Client.
 - 1.2. Any deviation from these terms must be agreed in writing between the Parties.
2. The Services
 - 2.1. Face to Face Digital LLP warrants that it has the necessary authority and capacity to perform the Services.
 - 2.2. Face to Face Digital LLP will properly perform and supervise the carrying out of the Services and will adequately manage any risks associated with them.
 - 2.3. Face to Face Digital LLP will assign personnel with appropriate skills and experience to effect the Services. Face to Face Digital LLP may, at its sole discretion, replace or rotate its personnel on a temporary basis without prior notice to the Client. The Client may request reassignment of personnel if assigned individual(s) do not meet the Client's needs.
 - 2.4. Face to Face Digital LLP maintains reasonably detailed records ("Records") relating to the Services for such period as is required by applicable law or reasonably requested by the Client.
 - 2.5. Face to Face Digital LLP has in place contingency plans appropriate to the Services, which it tests regularly.
3. Project Implementation Services
 - 3.1. Project Implementation Services shall be provided as set forth in the agreed Proposal.
4. Support Services
 - 4.1. All standard Support Services under this Agreement shall be provided within normal working hours, i.e., from 9.00 a.m. to 5.30 p.m. Monday to Friday and excluding English public holidays, and will be charged at the rate set forth in the Support Schedule.
 - 4.2. Where Services continue or are provided outside of normal working hours, then each actual hour of Service or part thereof will accrue at an out-of-hours rate or Emergency Support rate set forth in Rates Schedule.
 - 4.3. The Client may, with the agreement of Face to Face Digital LLP, utilise more Service Hours in a Service Period than the number set out in Schedule 3 ("Additional Service Hours"). Additional Service Hours will be charged at the rate set forth in Schedule 3.
 - 4.4. Services provided at weekends or during public holidays are subject to a minimum charge of four hours on site or 30 minutes remote at the out-of-hours rate set forth in the Fees Schedule.
 - 4.5. Where the Client adds equipment, third party services, software or makes other significant changes to its systems, Face to Face Digital LLP and the Client will agree a revised number of Service Hours and Face to Face Digital LLP will continue to provide the Service. If the Parties cannot agree a revised number of Service Hours, Face to Face Digital LLP will terminate this agreement with thirty days notice even during the Initial Term, and refund any unused part of the fees for the then current Service Period.
- 4.6. Where the a Client's problem may be resolved through the use of remote connect software this will be attempted. Face to Face Digital LLP will agree an appropriate time with the Client. If the Client cannot make available the required equipment to enable the resolving agent to carry out his work within a reasonable resolution time, then the Client shall agree that all necessary action has been taken by Face to Face Digital LLP in respect of resolving the problem.
- 4.7. Where the resolution of a problem requires the attendance of Face to Face Digital LLP personnel at the Client's household or place or work Face to Face Digital shall arrange with the Client an appropriate time to attend or shall use such access as has been previously agreed with the Client. If the Client cannot make available the required access to enable the resolving agent to carry out his work within a reasonable resolution time, then the Client shall agree that all necessary action has been taken by Face to Face Digital LLP in respect of resolving the problem.
5. Supply of Materials
 - 5.1. Third party goods and services shall be supplied as agreed within the Proposal. Face to Face Digital LLP reserves the right to add a 10% handling charge to any such goods or services procured by Face to Face Digital LLP. No third party goods or services will be supplied by Face to Face Digital LLP until written authorization has been obtained from the Client.
 - 5.2. Where the supply of third party goods or services directly to the Client is necessary in order for Face to Face Digital LLP to fulfil its obligations under this Agreement, the Client authorises Face to Face Digital LLP to procure such goods and services as are reasonably necessary and to use the Client's name and act as a representative of the Client in all its dealings with such third party suppliers provided the Client is given advance notice thereof in writing. In all such situations, the Client will be responsible for contractual agreement and payment to the third party supplier.
 - 5.3. Risk of loss or damage to any goods supplied and paid for by Face to Face Digital LLP shall pass to the Client upon delivery to the Client. Title to such goods shall pass to the Client upon full payment in respect of such goods being received by Face to Face Digital LLP.



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6. The Fees
 - 6.1. Payment of Fees for the Project Service under this Agreement shall become due 20% on signature of the associated Concept Specification, 70% on the order of hardware and the remainder on completion of the Services.
 - 6.2. Payment of Fees for the Support Service under this Agreement shall become due, initially, upon signature of the Support Service Schedule and, thereafter, upon the first day of every Service Period, in advance, for the Service package.
 - 6.3. Funds paid to Face to Face Digital LLP for the minimum Service Hours per Service Period are not refundable in total or in part except where Face to Face Digital LLP terminates this Agreement prior to the end of a Service Period.
 - 6.4. Where Face to Face Digital LLP provides third-party goods or services to the Client, Face to Face Digital LLP will invoice the Client in advance for these and any disbursements or other costs properly and reasonably incurred and the Client agrees to settle such invoices within 15 days of the invoice date.
 - 6.5. All sums due under this Agreement must be received by Face to Face Digital LLP within 30 days of the invoice date EXCEPT as provided for in the preceding clause.
 - 6.6. Delay or failure by Face to Face Digital LLP to invoice the Client within any period shall not relieve the Client of its obligation to pay for any works and/or disbursements actually performed or incurred by Face to Face Digital LLP.
 - 6.7. All Face to Face Digital LLP travel and time rates are subject to change. Notice of such change will be made in writing at least 30 days prior to, and shall take effect from, the next Service Period.
 - 6.8. All rates exclude VAT unless specifically stated, which will be charged at the rate ruling at the tax point.
7. Non-Solicitation
 - 7.1. Each Party hereto agrees not to employ or solicit for employment any of the other Party's personnel (regardless of whether such employment be through an agency, as a contractor or employee) without the prior written permission of the other Party. This clause shall have effect during the period of validity of this Agreement and for a period of six months following its termination.
8. Breach and Termination
 - 8.1. Face to Face Digital LLP will bring to the notice of the Client any material event that could impact on its ability to perform the Services.
 - 8.2. In the event that Face to Face Digital LLP does not comply in any material respect with the provisions of this Agreement, the Client may reasonably request for Face to Face Digital LLP to take necessary action to remedy or mitigate the relevant deficiency.
- 8.3. Except as, and unless, specifically agreed in writing by the Parties to the contrary, this Agreement may be terminated as follows:
- 8.4. On completion of the Initial Term, either Party may terminate this Agreement by giving at least three months notice to the other to terminate on the last day of any Service Period.
- 8.5. If either Party ceases to trade as a company, partnership or other legal entity, or is wound up under applicable legislation or otherwise becomes insolvent except that any sums due shall remain due.
- 8.6. In the event that the Client terminates the Agreement, Face to Face Digital LLP will co-operate fully with the Client to ensure the orderly handover of the provision of the Services to the replacement service provider.
9. Responsibilities
 - 9.1. Face to Face Digital LLP will make reasonable efforts to attend pre-arranged or scheduled visits or events at certain times or on certain dates.
 - 9.2. In responding to faults reported by the Client, Face to Face Digital LLP will use reasonable endeavours to begin resolution of problems within an hour but accepts no responsibility for not doing so nor any consequence thereof.
 - 9.3. The Client shall afford Face to Face Digital LLP and its personnel reasonable assistance in the execution of all Services and shall provide any facilities over and above those agreed as shall be reasonably required for the proper and timely execution of all Services to the Client.
 - 9.4. The Client will not unreasonably refuse access or facility or otherwise exclude any personnel supplied by Face to Face Digital LLP to effect the Services under this Agreement.
 - 9.5. It is the responsibility of the Client to define, maintain and administer an effective backup procedure in respect of all critical data and systems. Face to Face Digital LLP may be required to implement and/or operate that procedure on behalf of the Client.
 - 9.6. Face to Face Digital LLP accepts no responsibility for any problems with the performance, operation or integration of any hardware or software product, which are due to the operating limitation of either (a) that product itself; or (b) that product within a particular operating environment.
 - 9.7. Where the Client insists or specifically requires Face to Face Digital LLP to carry out a particular instruction(s) or follow a particular course(s) of action, Face to Face Digital LLP accepts no responsibility for any consequence thereof provided that Face to Face Digital LLP has communicated any



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concerns it may have to the Client first about the proposed or actual course of actions.

9.8. Face to Face Digital LLP makes no representation that the Client systems are error free or shall remain error free. Nothing in this Agreement imposes an obligation on Face to Face Digital LLP to repair or replace any equipment or software except where it has supplied the same.

9.9. Face to Face Digital LLP accepts no responsibility for systems alterations or configuration not effected by Face to Face Digital LLP including, without limitation, software or hardware installations.

9.10. Face to Face Digital LLP accepts no responsibility for the damage to equipment or data caused by the malfunction, or error, including but not limited to the failure of security precautions, by any piece of third-party software, hardware or service.

9.11. Face to Face Digital LLP will make all reasonable efforts to ensure that all hardware on a Client's network is healthy and functioning normally but it is understood that maintaining all equipment with the latest software and firmware updates is outside of the responsibility of the service.

9.12. Where Face to Face Digital LLP has given advice on, installed or configured backup procedures the Client accepts that the responsibility for checking that their data is successfully backed up is theirs and Face to Face Digital LLP accepts no responsibility for the for data saved within or outside the backup plan.

10. Confidentiality

10.1. Each Party shall treat as confidential all information concerning the business and affairs of the other Party, will not disclose and will use reasonable endeavours to prevent the disclosure of any confidential information to any third parties unless expressly permitted by this Agreement or as instructed by the other Party.

10.2. Each Party shall take all reasonable precautions to ensure that its employees are aware of and comply with the provisions of Clause 42.

10.3. The Parties agree that Clause 42 hereof shall survive termination of this Agreement.

10.4. Face to Face Digital LLP warrants that it has in place appropriate policies and procedures, including personal account dealing procedures, to prevent relevant staff from misusing confidential or inside information that they may have obtained during the course of carrying out the Services

10.5. Face to Face Digital LLP warrants that all Face to Face Digital LLP staff contracts, where relevant, contain appropriate clauses stipulating that staff cannot misuse confidential or inside information that they may have obtained during the course of performing the Services.

11. Liability

11.1. Face to Face Digital LLP undertakes to maintain Professional Indemnity Insurance to a limit of £1,000,000, Public/Products Liability Insurance to a limit of £1,000,000 and Employers' Liability to a limit of £10,000,000.

11.2. Neither Party shall be liable to the other for any, loss, damage or injury caused by acts of God, strikes, lock-outs, civil commotion, riots, war, fire, explosion, sabotage, storm, floods, earthquake, fog, subsidence and requisition of labour or materials for state purposes. Face to Face Digital LLP shall not be liable for any delay in or non- provision of services caused by any circumstances, which are beyond its control.

11.3. Face to Face Digital LLP shall not be liable for the use made by the Client of the Service properly provided by Face to Face Digital LLP.

11.4. Neither party shall be liable for any loss of business, profit or other consequential or indirect loss to the other party arising under this Agreement.

11.5. Face to Face Digital LLP shall not be liable for any loss of business, profit or other consequential loss to the Client arising from any failure or delay to provide any service either at all or within any time period.

12. Law

12.1. This Agreement and the Schedule(s) embody the entire understanding of the Parties and there are no representations, promises, warranties, understandings or other obligations, oral or written, expressed or implied, other than those contained herein.

12.2. In the event of any dispute arising between Face to Face Digital LLP and the Client, either Party shall have the right, at its discretion, to refer the dispute to arbitration pursuant to the rules of the London Court of Arbitration. The findings of that arbitrator will be final and binding on the Parties.

12.3. This Agreement shall be governed by and construed in accordance with the Laws of England. Any dispute not referred to arbitration may be heard in a competent court of Law in England.

12.4. In the event of any one or part of these terms and conditions being judged illegal or unenforceable by a court of law for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.

12.5. All notices under this Agreement are required to be given in writing and shall be sent by surface mail recorded delivery to the last-known address. All such notices shall be deemed served on expiry of forty-eight hours after sending.